

ATTACHMENT B

SAMPLE OF SUGGESTED GENERAL PROCEDURES FOR ORDERING, SELECTION, AND ISSUANCE OF ORDERS

1. **GENERAL PROCEDURES FOR ORDERING, SELECTION, AND ISSUANCE OF ORDERS**

The Government intends to consider for award all **like** Contractors that received an award under Solicitation Number _____. Performance of this contract will be subject to the following Ordering and Selection Procedures. Orders will be placed in accordance with FAR 16.505.

A. **EQUALITY OF ORDER PLACEMENT AND SELECTION**

- (1) The Government does not guarantee any equality of orders to be placed on the various contracts. The Government reserves the right to issue all orders to one Contractor, if the Contracting Officer should deem such action to be in the best interest of the Government. The Contracting Officer's decision to issue an order under a particular contract will be based on the Government's evaluation of the quality of each Contractor's performance under previous orders, the Contractor's demonstrated capabilities and existing workloads, and the nature of the work to be done, in addition to any other factors deemed relevant.
- (2) An order may not increase the scope, period, or maximum value of the basic contract under which the order is issued. The scope, period, or maximum value of the basic contract may be changed only by modification to the basic contract.
- (3) Each Contractor shall be provided a "fair opportunity" to be considered for each order. The Contracting Officer shall exercise broad discretion in determining fair opportunity and may consider factors such as past performance, quality of deliverables, cost control, cost, or other relevant factors in determining whether or not informal competition is applicable on any order.

- (4) Each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500. As determined by the Contracting Officer an awardee may not be given the opportunity for consideration if --
 - (a) The need for the task is of such urgency that providing such opportunity would result in unacceptable delays;
 - (b) Only one such Contractor is capable of providing such services required at the level of quality required because of the service's orders are unique or highly specialized;
 - (c) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
 - (d) It is necessary to place an order to satisfy a minimum guarantee as required by Federal Acquisition Regulation 16.505.

B. ISSUANCE OF ORDERS

For the purpose of this contract, the Contracting Officer may issue orders on either a firm-fixed-price basis, or a total not-to-exceed basis (time and materials) or a combination of both. Contract clauses and provisions applicable to any order shall be as intended by the Federal Acquisition Regulations for fixed-price and time and material type contracts.

C. PROCEDURES FOR REQUESTING AND RECEIVING TECHNICAL AND/OR COST PROPOSALS

The Government may obtain either oral or written proposals from the selected Contractor(s). To the extent possible, informal oral methods and streamlined electronic procedures will be used for obtaining this information. The request will designate: (1) Task to be performed; (2) Type of order; (3) Time for completion or target date; (4) Reviews and approvals necessary and/or the place and manner of inspection and acceptance; (5) Any other requirements specific or unique to the project; (6) Proposal due date; and (7) E-mail address or address where responses must be submitted.

The Contractor(s) shall electronically submit a technical and/or cost proposal using the latest version of Microsoft Word, within two to five working days after receipt of a request for proposal.

The proposal shall include the following as appropriate to the task:

- (1) Start date and contract schedule;
- (2) Key personnel with resumes;
- (3) A detailed cost estimate showing direct and indirect costs, including person-hours by applicable labor category;
- (4) Equipment, material costs, postage, and shipping;
- (5) Travel;
- (6) Subcontracts and/or consultants, reflecting the person-hours of effort;
- (7) Other pertinent information, such as technical/management approach, Rights in Data information for music, stock footage, stills, and other elements; and
- (8) Total firm-fixed-price or ceiling price (for Time and Material).

If specific evaluation criteria is not specified in the request for technical and/or cost proposal, the order will be placed with the Contractor providing the best value for the work which meets the requirements of the Scope of Work. However, a price and technical relationship may be specified in the request, which would then take precedent.

If the Contractor declines to submit a proposal for work offered at any time during the contract period, the estimated amount of the project will be subtracted against the minimum guaranteed workload limit in this contract. Proposals and/or cost estimates prepared and submitted in response to any request under this contract shall be at no cost to the Government.

D. ORDER AWARD

The total amount of each order will establish a firm-fixed-price (for fixed-price orders) or a ceiling price (for time and material orders), which the Contractor shall not exceed without prior written authorization from the Contracting Officer.

Only upon receipt of an executed order, signed by the Contracting Officer, shall the Contractor commence work. All orders are subject to the terms and conditions of this contract. In the event of conflict between an order and the contract, the contract shall control. Any changes to the fixed-price or ceiling will be issued in writing, will set forth any additional obligation incurred by the Government, and will be signed by the Contracting Officer.

Once a Contractor is selected, all unsuccessful Contractors will be notified orally or in writing of the award.

2. ORDER ADMINISTRATION

The Contractor shall notify the Contracting Officer if any significant difficulties with regard to performance according to the terms of the order are anticipated or any time significant difficulties in performance arise.

If at any time during the performance of a time and materials order it appears that additional funds will be required to complete performance, the Contractor shall promptly notify the Contracting Officer in writing. Such notification shall include the costs expended, an estimate of costs required to complete the order, and an explanation of why the originally negotiated estimated costs were not adequate. The Government shall have the right to require the Contractor to continue performance up to the originally estimated cost level and to suspend work thereafter, negotiate a new set of work priorities to be completed within the remaining funds, to modify the order, increasing the estimated cost to the level appropriate for completion of the work, or to modify the order to reduce the total to coincide with actual work accomplished.

3. **ORDER CONTRACT OMBUDSMAN**

The order Contract Ombudsman is: _____.
In accordance with FAR 16.505(b)(4), the order Contract Ombudsmen will review complaints from Contractors regarding issuance of awards under Solicitation Number _____.

4. **RIGHT TO PROCURE FROM OTHER SOURCES**

The Government, under the terms of this IDIQ Contract, retains the right to procure similar services from other sources during the period of this contract and any option thereto. Additionally, the Government reserves the right to secure competitive bids or pricing from other sources for work proposed under this contract.

5. **AUTHORIZED USERS**

All offices of the National Park Service may place orders on a direct basis with the Contractor in accordance with the General Procedures for Ordering, Selection, and Issuance of Orders. In order for another office of the National Park Service to use this contract, authorization, including an Order Number, must be obtained from the Issuing Office responsible for the administration of the contract.